

**UNITED STATES DEPARTMENT OF TRANSPORTATION (U.S. DOT)
National Highway Traffic Safety Administration (NHTSA)**

Cooperative Agreement for: **Statewide Pedestrian and Bicyclist Focus Education and Enforcement Effort**

AGENCY: National Highway Traffic Safety Administration (NHTSA), U.S. Department of Transportation (DOT).

ACTION: Announcement of a Request for Applications (RFA) to provide assistance to eligible designated pedestrian/bicycle focus States to support focus cities implement education and enforcement components of their local Pedestrian/Bicycle Safety Action Plans. Competition under this RFA is restricted to the following Focus States: **Up to three (3) awards are anticipated for this project (not to exceed \$1,500,000) total.** States identified as Focus States are California, Arizona, New Mexico, Texas, Louisiana, Florida, Georgia, Tennessee, North Carolina, Missouri, Illinois, Indiana, Michigan, Pennsylvania, New York, and New Jersey.

SUMMARY: This initiative seeks to identify State management processes and approaches that provide ongoing support for local communities to strategically address pedestrian/bicycle safety with education and enforcement efforts.

DATES: Application(s) must be submitted by email to the following address: **nhtsaoam@dot.gov** or mailed to the National Highway Traffic Safety Administration, Office of Acquisition Management (NPO-320); Attention: Seth Adam Moody, 1200 New Jersey Ave, S.E., Room W53-413, Washington, D.C. 20590. Applicants may use either method to their own discretion; **however, email is the preferred method of submission for applications.** All application(s) submitted must include a reference to NHTSA Request For Application Number **DTNH2216R00004**. Only complete packages received on or before **2:30 P.M. Eastern Daylight Time on March 21, 2016** will be considered.

Applicant(s) shall provide a complete mailing address where Federal Express mail can be delivered.

FOR FURTHER INFORMATION CONTACT: General administrative and programmatic questions may be directed to Seth Adam Moody, Contract Specialist, Office of Acquisition Management, by email at **NHTSAOAM@dot.gov**. To allow for sufficient time to address questions appropriately, all questions must be received no later than **10:00 A.M. Eastern Daylight Time, February 29, 2015 via e-mail.**

REQUEST FOR APPLICATION
Statewide Pedestrian and Bicyclist Focus Education and Enforcement Effort
COOPERATIVE AGREEMENT # DTNH2216R00004

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<u>ARTICLE I.</u>	<u>STATEMENT OF AUTHORITY</u>
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Reserved.

<u>ARTICLE II.</u>	<u>DEFINITIONS</u>
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As used in this Cooperative Agreement:

“**COR (AA)**” means “Contracting Officer’s Representative (Assistance Agreements.)” This individual is assigned by the Contracting Officer and designated in writing to serve as the government’s liaison with the grantee for technical and administrative matters regarding the Cooperative Agreement.

“**Contracting Officer**” refers to that federal government employee who possesses a warrant authorizing him/her to obligate the government financially. The Contracting Officer is the only individual who is authorized, on behalf of the federal government, to execute the Cooperative Agreement.

“**GCAM**” means the “Grantee’s Cooperative Agreement Manager.” This individual is identified as the Grantee’s liaison with the federal government for technical and administrative matters concerning this Cooperative Agreement.

<u>ARTICLE III.</u>	<u>STATEMENT OF BACKGROUND, OBJECTIVE, PURPOSE, AND GOALS</u>
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A. BACKGROUND

Motor vehicle fatalities have declined significantly over the years. Data shows a 3.1 percent decrease in 2013 from the previous year and a 12.5 percent decline since 2008. Since 2004, it’s nearly a 25 percent decline in overall highway deaths. Although there was a slight dip in numbers in 2013, overall pedestrian and bicyclist fatalities have been on an upward trend since 2009. With limited funds to focus on pedestrian and bicyclist fatalities, efforts have been focused on cities and States with high numbers and rates.

Since 2007, NHTSA has funded Focus Cities (a Federal Highway Administration designation to cities exceeding an annual national average number of 20 or rate of 2.33 per 100,000 population pedestrian fatalities) to demonstrate education and enforcement strategies to reduce pedestrian fatalities. This past year, Federal Highway Administration (FHWA) modified their designation by adding bicycle fatalities in determining the Focus Cities.

NHTSA has a compilation of education and enforcement strategies gained from the demonstrations in Chicago (IL), Tampa, Detroit (MI), New York City (NY), Louisville (KY), Philadelphia (PA), Albuquerque, Gallup, Farmington, Las Cruces, and Santa Fe (NM), and Durham, Wilson, and Charlotte (NC). With success in their demonstration cities, North Carolina

expanded statewide. To promote replication, collaboration among local and State, and potentially provide for program sustainability, States and communities need examples of how to replicate implement and sustain direct support of local level pedestrian and bicyclist safety enforcement and education efforts.

B. PURPOSE

The purpose of this Cooperative Agreement is to provide assistance to eligible designated pedestrian/bicycle focus States to replicate enforcement and education strategies aimed at improving walking and biking safety in communities with high numbers or rates of pedestrian and bicyclist fatalities and demonstrate State management, implementation, and direct support of local level pedestrian and bicyclist safety enforcement and education strategies.

C. GOALS

The overall goal of this project is to replicate enforcement and education strategies aimed at improving walking and biking safety in communities with high numbers or rates of pedestrian and bicyclist fatalities in States and demonstrate State management, implementation, and direct support of local level pedestrian and bicyclist safety enforcement and education strategies.

D. OBJECTIVES

The objectives of this project include, but are not limited, to the following:

1. To develop and implement state programs which demonstrate the ability to support local jurisdictions to implement education and enforcement strategies aimed at reducing pedestrian and bicyclist fatalities and injuries.
2. To identify State processes, mechanisms, or approaches for ongoing support to local communities to address pedestrian and bicycle safety with behavioral-based strategies such as education and enforcement.
3. To document process and outcomes in a guidebook format that States may use to replicate project efforts.

<u>ARTICLE IV.</u> <u>STATEMENT OF RESPONSIBILITIES</u>

For a period, as hereinafter set forth, NHTSA and the Grantee will cooperatively furnish the necessary personnel, equipment and facilities, and otherwise perform all things necessary for or incidental to the performance of work, or as set forth below.

A. Under this Cooperative Agreement, NHTSA will:

1. Assign a qualified individual, designated as the Contracting Officer's Representative, Assistant Agreement [COR (AA)] to provide liaison and coordination between the NHTSA and the Grantee for this Agreement;

2. Provide all essential background information, technical assistance and financial assistance as determined appropriate by the COR (AA);
3. Serve as a liaison between NHTSA Headquarters and others (Federal, State, and local) interested in reducing motor vehicle-related pedestrian and bicyclist injuries and fatalities, including the promotion of grant related pedestrian/bicycle safety activities of the grantee while the project is in progress;
4. Stimulate the exchange of ideas and information among others engaged in impaired driving program activities through periodic meetings
5. Maintain on-going contact with the Grantee regarding conduct of this Agreement;
6. Reserves the right to terminate this Agreement at any time, prior to its conclusion, for reason(s) in the best interest of the Government.

B. Under this Cooperative Agreement, the Grantee agrees to conduct the following conditions:

B.1 Condition 1: Initial Project Meeting

Participate in an initial project meeting with the COR (AA) and appropriate NHTSA staff at an agreed upon predetermined location to discuss the work plan and key issues related to the project performance and to begin finalizing the work plan for the project which was submitted as a part of the application. The meeting will also serve as a forum to resolve any differences between NHTSA and the Grantee's approach. In preparation for this meeting, the Grantee agrees to prepare a presentation no more than 20 to 30 minutes long that summarizes their work plan, project approach, anticipated challenges and proposed resolution.

B.2 Condition 2: Final Work Plan

Carry out the project as described in the Grantee's technical application dated TBD and detailed final work plan, as coordinated with the COR (AA); and submit the final work plan to the COR (AA) no later than eight (8) weeks after the Cooperative Agreement award. The plan will include specific (step-by-step) tasks, roles of staff, and timeline to meet the project objectives. The Grantee agrees to provide sufficient details describing the tasks associated with meeting the project objectives. The Grantee shall finalize the project timeline as well as any remaining items necessary to carry out the project into its work plan. The final work plan will take precedent over the Grantee's application and serve to guide the Grantee's project implementation.

B.3 Condition 3: Project Meetings

Project Meetings

Participate in quarterly meetings to discuss the progress and any issues related to implementation of project objectives. The Grantee agrees to determine time, frequency, location, and method of meeting whether in person, teleconference, or via web-based in

consultation with the COR (AA). In preparation for these meetings, the Grantee agrees to prepare meeting agendas and ensure deliverables are submitted to date. The Grantee agrees to also provide summaries of these meetings as part of their progress reports.

Final Project Meeting

Participate in a final project meeting, within two (2) months of the end of the Cooperative Agreement, to discuss the resulting project deliverables, challenges, and issues encountered. In preparation for this meeting, the Grantee agrees to prepare a presentation that summarizes their work, the related resulting Final Report, challenges encountered, solutions implemented in response, and recommendations for implementation by other States.

B.4 Condition 4: Quarterly Project Reports

Prepare and submit quarterly reports to the NHTSA COR (AA) on the 15th of each month of each quarter beginning three (3) months after the Cooperative Agreement award describing the status and progress of activities outlined in the project work plan and include any resources developed and deliverables completed during the quarter. The reports will include an up-to-date summary of accomplishments by the Grantee; proposed activities for the upcoming quarter; obstacles and problems encountered and proposed solutions; noteworthy activities, events, or successes; and a Financial Statement of funds expended to date.

B.5 Condition 5: Select Project Sites

In collaboration with the NHTSA COR (AA), develop criteria and a process for selecting and awarding demonstration sites within the State. The criteria will include cities with high number or rates of pedestrian and bicyclist fatalities within the States. Final selection criteria will be based on a created guideline for defining readiness of identified communities to implement programs. The Grantee agrees to give consideration to those communities that demonstrate existing or formal jurisdiction endorsed or approved pedestrian and bicycle safety action plans.

B.6 Condition 6: Support Local Enforcement and Education Effort

The Grantee agrees to support and collaboratively work with identified high risk local jurisdictions to implement a comprehensive enforcement and complementing educational campaign that addresses pedestrian and bicyclist fatalities and injuries. Successful completion of this condition will result in a State mechanism or process for sustained management, financial, and collaborative support of local communities pedestrian and bicycle safety programs. The Grantee agrees to submit work plans, baseline pedestrian and bicycle data and community status, progress reports, and a final report for each selected project site.

In support of local jurisdictions, the Grantee agrees to identify and inform localities of resources and training opportunities that aid in successfully implementing and sustaining

effective and promising enforcement and complementing educational strategies to reduce pedestrian or bicyclist fatalities.

B.7 Condition 7: Final Report

Submit a final report that documents the Grantee's administrative, financial, and programmatic processes and strategies that provide sustained support for local communities to address pedestrian and bicycle fatalities and injuries. At minimum, the final report should include the following items: (1) baseline data, (2) pre-implementation status, (3) description of any relevant State changes as a result of project, project results, examples, (4) contact information, funding information, and other appropriate resources available. (5) Summary of results, conclusions, trends or other items of information that the Grantee believes is of timely interest to NHTSA and sufficient details for other States to replicate efforts.

ARTICLE V. DELIVERABLES (D) AND MILESTONES (M)

The deliverable schedule and descriptions are provided below. With final deliverables, the Grantee shall provide a table detailing how each Government comment was addressed. Deliverables must be in electronic format and printable.

Note, several items may take place concurrently and do not need to be completed in the exact order listed below provided due dates are still met.

Item No.	Condition No.	Milestone (M) Deliverable (D)	Due Date
1.	1	Initial Project Meeting Presentation (D)	5 weeks after award
2.	1	Initial Project Meeting (M)	6 weeks after award
3.	2	Final Work Plan (D)	8 weeks after award
4.	3	Project Meetings (M)	Quarterly
5.	4	Quarterly Progress Reports (D)	Within 15 days of the month following the reporting quarter
6.	5	Site Selection Criteria (D)	8 weeks after award
7.	5	Site proposals (D)	5 months after award
8.	5	Site selection (M)	6 months after award
9.	6	List and calendar of resources and	Ongoing

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		trainings (D)	
10.	7	Final Project Report (D)	1 month prior to the end of the period of performance
11.	3	Final Project Meeting (M)	2 months prior to the end of the period of performance

PLACE OF DELIVERY:

Unless otherwise specified, deliverables shall be furnished, electronically, to the following addresses:

<u>Item No.</u>	<u>Address</u>
1, 3, 5-7, 9-11	DOT/National Highway Traffic Safety Administration Attn: TBD 1200 New Jersey Ave SE Washington, DC 20590 Phone: TBD E-mail: TBD
5, 11	Department of Transportation National Highway Traffic Safety Administration Office of Acquisition Management Attn: TBD 1200 New Jersey Avenue, SE Washington, DC 20590 E-mail: TBD

<u>ARTICLE VI.</u>	<u>PERFORMANCE PERIOD</u>
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The period of performance for this Cooperative Agreement will vary depending on the scope of the proposed effort. However, projects will be considered for a minimum of 24 months (2 years) and a maximum of 60 months (5 years).

ARTICLE VII.	<u>FINANCIAL ADMINISTRATION</u>
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- A. The total not-to-exceed amount of the Federal funding to be provided under this cooperative agreement is **\$TBD**

The amount of the Grantee's In-Kind contribution, if any: \$_____

- B. **Approved Project Budget:** The Grantee's Project Budget on *Standard Form 424 Application for Federal Assistance* dated TBD, is incorporated herein and made a part of this cooperative agreement. Any reallocation of funds among budget items which does not result in an increase to the current Federal funds available, or to the total amount of Federal funding provided, shall require only prior written authorization from the NHTSA Contracting Officer and the issue of a Revised Project Budget. Any reallocation of funds among budget items that will require an increase to the current Federal funds available, or to the total amount of Federal funding provided, shall require a formal modification to this Cooperative Agreement.

Period of Performance	Negotiated Amount
Twelve months (Year 1)	
Twelve months (Year 2)	
Twelve months (Year 3)	
Twelve months (Year 4)	
Twelve months (Year 5)	
Total	

The total not-to-exceed amount for sixty (60) months for Cooperative Agreement DTNH2216HXXXX is \$TBD which represents NHTSA's complete contribution of \$TBD and the Grantee's in-kind contribution of \$TBD. The total funding obligated at time of Agreement award is \$TBD which is estimated to cover costs for the performance period for twelve (12) months from the date of the Cooperative Agreement award. The remaining funding will be subject to NHTSA's annual appropriations. If NHTSA does not receive an annual appropriation to continue the support of this Cooperative Agreement in any given fiscal year, NHTSA will terminate said agreement in accordance with Section X, Special Provisions, subparagraph E, Termination.

- C. **Revisions to Budget and Program Plan**

Any revisions to the budget or program plans shall be required and approved in accordance with 5 C.F.R. Part 200 "Uniform Administrative requirements, Cost Principals, and Audit Requirements for Federal Awards.

D. Payments:

1. Minimum Requirements for Payment

All costs claimed for reimbursement and payment, including the final payment, shall be submitted on a **Standard Form 270 Request for Advance or Reimbursement** as either an attachment or as a selection within “eInvoicing” (see paragraph 2 and “Important Note” below.) Invoices under this agreement shall be submitted not less than quarterly and shall include a breakdown of the hours worked by person delineated for each task/condition in which payment is requested. The information required for each reimbursement claim shall, at minimum, contain the following:

- a. Grantee’s Name;
- b. Cooperative Agreement / Grant Number (beginning with “DTNH2216H00XXX”);
- c. Invoice Number;
- d. Invoice Date;
- e. The NHTSA Contracting Officer’s Representative’s (Assistance Agreement) (“COR(AA)”) name;
- f. Grantee’s TIN;
- g. Grantee’s DUNS;
- h. Direct Labor Cost, including hours and hourly rates;
- i. The period of performance for the costs claimed;
- j. Current and cumulative amounts of the following item costs: direct labor; fringe benefits; material costs; consultant costs; subcontractor costs; travel costs itemized including origin and destination; and any other supporting data for unusual expenditures; and,
- k. Any documentation which supports the costs claimed.

2. Procedure for Submitting Invoices

NHTSA utilizes the Department of Transportation’s “eInvoicing” system for processing grantees’ requests for reimbursement. The system takes full advantage of e-commerce and allows grantees to perform the following tasks electronically:

- Create standard invoice documents;
- Enter required information;
- Attach supporting documentation;
- Submit invoices for review and payment;
- Query the system to determine the status of individual invoices; and,
- Query the system to determine the total dollar amount of invoices submitted to date, the total reimbursements to date, and the total amount of federal funding still available for payment.

IMPORTANT NOTE: Prior to accessing the eInvoicing system, all grantees must complete the eAuthentication certification process. It ensures the identity of eInvoicing users external to DOT. The process can be time consuming; therefore, grantees should begin the authentication as soon as it receives award of a grant or cooperative agreement.

Detailed instructions on how to receive eAuthentication certification can be found at: <http://www.dot.gov/cfo/delphi-einvoicing-system.html>. Click on the “eAuthentication process tutorial” hotlink located under the banner “Steps to take Before Accessing the eInvoicing System.” A PowerPoint briefing will then guide you through the process.

Once you have completed the eAuthentication process, you must then complete training on the eInvoicing System. To do that, go to the website cited in the previous paragraph and, under the “Training Materials” banner, click on “Click here to review all training materials by user role.” You will need to familiarize yourself with the information accessible under the “Grant Recipient Users” banner located near the top of that page.

Please send any questions, or report any problems regarding eInvoicing to DOTeInvoicing@dot.gov.

<u>ARTICLE VIII.</u>	<u>CONTRACTING OFFICER REPRESENTATIVE (ASSISTANT AGREEMENTS)</u>
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The NHTSA designated Contracting Officer Representative (Assistant Agreements) for this Cooperative Agreement, who is also referred to as the NHTSA COR (AA), is (Name) **TBD**. While this list is not exhaustive, some of the major responsibilities of the NHTSA COR(AA) are as follows. Specifically:

- 1 To provide information and technical assistance from available Government resources as determined appropriate by the NHTSA COR(AA).
- 2 To provide liaison with other Government/private agencies as appropriate; and,
3. To stimulate the exchange of ideas and information among recipients of related projects through periodic meetings.

COR(AA)’s business information is provided below: (TBD)

(COR(AA) Name)
DOT/NHTSA
1200 New Jersey Avenue, SE
Washington, DC 20590
Telephone: 202-366-XXXX
E-mail: TBD@DOT.gov

Designation of “Alternate” COR(AA).

In the event that the NHTSA COR, AA of record (identified above) is unavailable for a period of time during which the grantee requires technical guidance or during which other COR, AA duties must be fulfilled, then the person identified below has been designated by the NHTSA Contracting Officer to perform those duties as the Alternate COTR (AA).

(“Alternate COR(AA) Name)
DOT/NHTSA
1200 New Jersey Avenue, SE
Washington, DC 20590
Telephone: 202-366-XXXX
E-mail: TBD@dot.gov

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant Cooperative Agreement shall not be construed to authorize the revision of the terms and conditions of this Cooperative Agreement. Any such revision shall be authorized only in writing by the Contracting Officer.

<u>ARTICLE IX.</u> <u>GRANTEE’S COOPERATIVE AGREEMENT MANAGER</u>

The Grantee’s designated Grantee’s Cooperative Agreement Manager (GCAM) for this Cooperative Agreement is **Insert Name**. The responsibility for the ***GCAM*** is as follows. Specifically:

To perform the activities as described in this Cooperative Agreement and do so in conjunction with the NHTSA COR(AA)’s technical direction.

Insert Name business information is provided below:

Mr./Mrs. _____
Title: _____
Name of Grantee: _____
Address: _____
City & State: _____
Telephone: _____
E-mail: _____

ARTICLE X.	<u>OTHER PERFORMANCE REQUIREMENTS</u>
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A. Disclosure of Information

Information made available to the Grantee or employee(s) of the Grantee by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without NHTSA's express written approval.

The Grantee agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the Grantee to whom information may be made available or disclosed shall be notified in writing by the Grantee that such information may be disclosed only for a purpose and to the extent authorized herein.

B. Limited Use of Data

Performance of this effort may require the Grantee to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government or others.

The Grantee and employee(s) of the Grantee shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon the written approval of NHTSA. The Grantee shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Grantee without such limitations or prohibit an agreement at no cost to the Government between the Grantee and the data owner which provides for greater rights to the Grantee.

C. Payment for Unauthorized Work

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Grantee of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

D. Place of Performance

TBD

ARTICLE XI. SPECIAL PROVISIONS

A. SEAT BELT USE POLICIES AND PROGRAMS

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the *Buckle Up America* section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

B. PROTECTION OF HUMAN SUBJECTS

The grantee shall comply fully with 49 C.F.R. Part 11, DOT's regulation governing Protection of Human Subjects, and with NHTSA Order 700-5, which sets forth the Agency's policies and procedures for the protection of human subjects participating in research supported directly or indirectly by NHTSA, including through contracts, grants and cooperative agreements.

The grantee shall obtain prior written authorization from NHTSA for all consent and release forms to be presented to human subjects participating in NHTSA conducted or funded research, including but not limited to informed consent and media releases.

C. CONFLICT OF INTEREST

It is U.S. DOT policy to award Cooperative Agreements only to those Applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by U.S. DOT, or in organizations whose interests may be substantially affected by Departmental activities and which is related to work specified in this Cooperative Agreement Announcement. Based on this policy, if, after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement that could reasonably have been known prior to the award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict along with a description of the action the recipient has taken, or proposes to take, to avoid or mitigate such conflict.

D. DISPUTES

The parties to this agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between NHTSA and the Grantee concerning questions of fact or law arising from or in connection with this agreement and whether or not involving alleged breach of this agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties shall attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event shall a dispute that arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless NHTSA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the Contracting Officer. The other party shall submit a written position on the matters in dispute within thirty calendar days after being notified that a decision has been requested. The Contracting Officer shall conduct a review of the matters in dispute and may render a decision in writing within thirty calendar days of receipt of such written position. Any decision of the Contracting Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

The dispute shall be further reviewed, upon the Grantee's written request to NHTSA, Director, Office of Acquisition Management, or designee, made within thirty calendar days after the Contracting Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. The NHTSA Director of the Office of Acquisition Management, or designee, shall conduct the review. Following the review, the NHTSA Director of the Office of Acquisition Management, or designee, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, shall be final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.

E. TERMINATION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee must deliver acceptable reports on work accomplished as part of any such termination.

The Parties shall negotiate in good faith an equitable adjustment for work performed toward the accomplishment of the Cooperative Agreement, at the time of termination. Failure of the parties

to agree on an equitable adjustment will be resolved pursuant to the Disputes provision of this Cooperative Agreement.

F. ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

1. As used in this Agreement: “Driving”—

- a. Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- b. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

2. The Grantee is encouraged to—

- a. Adopt and enforce policies that ban text messaging while driving—
 - 1) Grantee-owned or -rented vehicles or government-owned vehicles; or
 - 2) Privately-owned vehicles when on performing under this cooperative agreement.
- b. Conduct initiatives in a manner commensurate with the size of the Grantee, such as—
 - 1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

G. NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLICATIONS

The Grantee agrees that neither the Grantee, nor any Sub-grantee, shall make public releases of information or any matter pertaining to this Cooperative Agreement, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Cooperative Agreement. The provisions of this clause shall be included in all sub-grants at any tier.

H. RECERTIFICATION

NHTSA, on an annual basis, will recertify whether the Cooperative Agreement is still in the best interest of the government. During the recertification process, NHTSA will determine: 1) If the Cooperative Agreement is stimulating the public purpose for which the agreement is intended; 2) Conduct market research to determine if other organizations are capable of providing the same or higher levels of stimulation; and, 3) If NHTSA can still provide the financial resources necessary to continue the agreement.

If NHTSA makes a determination that continuing this agreement is not in the best interest of the government for any of the conditions listed above, the Cooperative Agreement will be terminated in accordance with Section X, Special Provisions, subparagraph E, Termination.

ARTICLE XII. GENERAL PROVISIONS

The NHTSA General Provisions for Assistance Agreements dated 7/95, as provided in Attachment 1, or the then-current NHTSA General Provisions, shall be applicable to this Cooperative Agreement. (See Section XIV, Government Furnished Information).

ARTICLE XIII. ACRONYMS

The acronyms listed below are used during the performance of this Cooperative Agreement. If the Grantee is currently using, or has used any of the acronyms listed below differently, the Grantee shall use the acronyms listed below as defined under this Cooperative Agreement *only*.

- National Highway Traffic Safety Administration (**NHTSA**)
- Contracting Officer (**CO**)

ARTICLE XIV. GOVERNMENT FURNISHED INFORMATION

The Government Furnished Information listed below shall be provided to the Grantee as outlined under Article VI, Deliverables (D) and Milestones (M) or at time of award.

1. The NHTSA General Provisions for Assistance Agreements dated 7/95.

ARTICLE XV. <u>MODIFICATIONS</u>

Unilateral

The NHTSA Contracting Officer (CO) has the right, under this Cooperative Agreement, to execute unilateral modifications for the following purposes:

- Provide incremental federal funding;
- Change the NHTSA Contracting Officer's Representative, Assistant Agreement; and,
- Make other administrative changes which do not affect the legal obligations of the Grantee.

Bilateral

Bilateral modifications to this Cooperative Agreement may be proposed by either party, at any time during the period of performance of this Agreement, and shall become effective upon approval by both parties.

Note: When changes are made, and when deemed appropriate, the Government may supply the Grantee with replacement pages to the Cooperative Agreement.

ARTICLE XVI. <u>ELIGIBILITY REQUIREMENT</u>

The successful organization must demonstrate that they have the infrastructure in place, as well as the necessary staff and support to carry out the responsibilities in developing, administering/coordinating and implementing this agreement. Only organizations capable of fulfilling the criteria listed below will be considered. The criteria require that:

Applicant must have the existence of an organizational infra-structure that will allow staff time necessary to handle the day-to-day logistical needs for this project.

Interested applicants are advised that no fee or profit will be allowed under this Cooperative Agreement.

Applicants (focus states) shall have a pedestrian and bicycle safety action plan (PBSAP) that has been adopted by the governing body of the jurisdiction. To be eligible to participate in this cooperative agreement, applicants shall meet the following requirements:

- a. Demonstrate high involvement in the development and/or implementation of the jurisdiction's Pedestrian and Bicycle Safety Action Plan;
- b. Provide an approved version of the Pedestrian and Bicycle Safety Action Plan (as an appendix to the application);
- c. Provide data defining the State's or States' pedestrian and bicycle high-risk group(s), high-crash locations/intersections and most common pedestrian crash types;

- d. Considering the extent of the problem and the current needs of the State's pedestrian and bicycle safety programs, show how the requested funding will enable the applicant to make significant progress toward improving or enhancing their pedestrian safety efforts in the focus State;
- e. Provide a list of related training(s) the State has received for improving pedestrian and bicycle safety;
- f. Demonstrate leadership or point of contact in the Focus State to champion such a program;
- g. Demonstrate partnerships with education and enforcement professionals, pedestrian advocacy organizations and others who will be involved in the implementation of the program;
- h. Demonstrate willingness to accept Federal involvement in proposed effort.

NHTSA plans to award three (3) cooperative agreements, via limited competition, to continue the focused city comprehensive approach to pedestrian safety. This Request for Application broadens the scope to include bicycle safety as well as pedestrian safety and will support the implementation of the education and enforcement elements of the localities' pedestrian/bicycle safety plans. This broadened approach reflects the direction taken by FHWA. Only those localities currently designated as Pedestrian/Bicycle Focus States with an approved city pedestrian and bicycle safety action plan that have not previously received NHTSA focus State funded awards will be eligible to apply¹.

This funding supplements active infrastructure improvement projects already proposed or in progress as outlined in their existing State action plan.

<u>ARTICLE XVII. CONFLICT OF INTEREST</u>

It is U.S. DOT policy to award Cooperative Agreements only to those Applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by U.S. DOT, or in organizations whose interests may be substantially affected by Departmental activities and which is related to work specified in this Cooperative Agreement Announcement. Based on this policy, if, after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement that could reasonably have been known prior to the award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict along with a description of the action the recipient has taken, or proposes to take, to avoid or mitigate such conflict.

(A) The Applicant shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other

¹ Cities ineligible for award are Detroit, MI; Chicago, IL; Tampa/St. Petersburg, FL; and Albuquerque, NM, New York City, Philadelphia, PA, and Louisville, KY as these cities have received previous NHTSA funds for a similar Cooperative Agreement. Additional States received funding but are not eligible for funding because they no longer have focus cities, e.g. North Carolina

interest(s) with an organization regulated by U.S. DOT, or with an organization whose interests may be affected substantially by Departmental activities, and which is related to the work under this Cooperative Agreement Announcement. The interest(s) described shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's technical proposal. Key personnel shall include any person owning more than 20% interest in the Applicant, and the Applicant's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action under this Cooperative Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(B) The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed cooperative agreement can be accomplished in an impartial and objective manner.

(C) In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract under the resultant Cooperative Agreement.

(D) The NHTSA Contracting Officer will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant information known to U.S. DOT, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, the NHTSA Contracting Officer may (1) disqualify the Applicant, or (2) determine that it is otherwise in the best interest of the agency to contract with the Applicant and include appropriate provisions to mitigate or avoid such conflict in the Cooperative Agreement awarded.

(E) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for award. If nondisclosure or misrepresentation is discovered after award, the resulting Cooperative Agreement may be terminated. If after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement awarded as a result of this Cooperative Agreement Announcement, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the NHTSA Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Grantee has taken, or proposes to take, to avoid, or mitigate such conflict. The NHTSA Contracting Officer may, however, terminate the Cooperative Agreement for convenience if he or she deems that termination is in the best interest of the Government.

ARTICLE XVIII. APPLICATION PROCEDURES

The application shall include a reference to NHTSA Request for Application Number **DTNH2216R00004**. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this request are not desired. Only complete packages received on or before the published due date will be considered.

The applicant shall submit:

A signed electronic copy Office of Management and Budget Standard Form 424 (Rev 9-2003 including 424A and 424B), Application for Federal Assistance, including 424A, Budget Information Non Construction Program and 424B, Assurances Non-Construction Programs, with the required information provided and the certified assurances included. These forms are available at www.grants.gov.

A signed electronic copy of the work plan and cost proposal must be submitted via email to Mr. Seth Moody. While Form 424A deals with budget information, the available space does not permit a level of detail that is sufficient to provide for a meaningful evaluation of proposed costs. Therefore, supplemental information shall be provided which presents a detailed breakout of the proposed costs (detailed labor, including labor category, level of effort and rate, direct materials, including itemized equipment, travel and transportation, including projected trips and number of people traveling; subcontracts with similar detail if known and overhead) as well as any in-kind contributions the Applicant proposed to contribute.

All the material specified in the Application Procedures shall be submitted to Contract Specialist Seth Moody at: Seth.Moody@dot.gov and NHTSAOAM@dot.gov no later than March 21, 2016 2:30 p.m. Eastern Standard Time, or at the following address:

National Highway Traffic Safety Administration
Office of Acquisition Management
NPO-320, W53-413
1200 New Jersey Avenue, SE
Washington, DC 20590

Instructions to Applicant

A. APPLICATION FORMS

Application forms are available online at www.whitehouse.gov/omb/grants/grants_forms.html.

B. CONTENT AND FORM OF APPLICATION SUBMISSION

1. The application package shall consist of the following:
 - SF424
 - SF424A

- SF424B
- SFLLL
- Technical Application
- Budget Application Detail

2. The applicant shall be required to provide the following form:

Certification Regarding Debarment, Suspension, And Other Responsibility Matters--
primary Covered Transactions (49 CFR Part 29 - Appendix A);

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions (49 CFR Part 29 - Appendix B);
- Certification Regarding Drug-free Workplace Requirements (49 CFR Part 29 - Appendix C)

C. TECHNICAL EVALUATION

1. Application shall be submitted to NHTSA at the following email address:
Seth.Moody@dot.gov and NHTSAOAM@dot.gov.
2. Technical Application shall not exceed twenty-eight (28) pages (not including resumes or draft/final Pedestrian/Bicycle Safety Action Plan and 5-year pedestrian and bicycle crash analysis (see footnote 3 on page 5) as Appendices). *Note: Programs with multiple partners must submit a single or collaborative application through the State Highway Safety Office. Only one award will be made per eligible program, but multiple Focus Cities in one State can be included in an application.*
3. No cost/price data shall be included in the Technical Application.

The Technical Application shall fully describe the scope of the project, detailing the proposed activities to include the following information (***and be separated from the cost proposal – no cost information shall be included or referenced in the technical proposal***):

1. A table of contents including page number references.
2. A description of the communities that the grantee proposes to implement the pedestrian safety effort in support of the Focus States and Focus Cities pedestrian safety plan. The description of the community shall include, at a minimum, community demographics, the community's pedestrian safety problems/issues, data sources available, existing traffic safety programs, existing pedestrian safety education and enforcement programs and community resources.
3. A description of the project or program's goal and how the applicant plans to meet the goal. The applicant must **be specific** with respect to the particular approach being addressed and how it will be implemented. For example, if the applicant is proposing to increase the involvement of law enforcement in pedestrian and bicycle safety, what

type of law enforcement training will be necessary? What will be the selection process for the locations/agencies to involve? Will funding for law enforcement overtime be necessary, and will alternative funding sources be explored? What enforcement activities will be expected of the agencies involved? Will the education campaign be directly related to the enforcement activities? What partnerships may be necessary? What criteria will be used to evaluate the activities? How will the results be reported? What steps will be taken to institutionalize funding activities and/or make such activities self-sufficient and self-sustaining beyond the federal funding period?

4. A description of the specific activities proposed by the applicant. Proposals shall address education and enforcement strategies as delineated in Focus City pedestrian and bicycle plans, and must be supported by problem identification and/or crash data.
5. A description of the evaluation plan, including how information (data) will be obtained, compiled, analyzed, and reported. This shall be more than a process evaluation. To assist in evaluating and sharing the effectiveness of interventions, applicants should consider:
 - a. Reporting process measures;
 - b. Reporting outcome measures;
 - c. Analyzing the education, enforcement aspects of the pedestrian/bicycle safety plan and the education and enforcement efforts in relation to engineering activities;
 - d. Sharing lessons learned and recommendations to others wishing to further pedestrian and bicycle safety in their city.

To enhance the use of data to drive project initiatives, focus cities should consider:

- a. Conducting a pedestrian and bicycle crash analysis for a minimum of 5-years in the focus city, to identify trends, high risk populations and high crash locations²;
 - b. Developing and implementing an education campaign focusing on the high risk groups identified through crash analysis;
 - c. Conducting enforcement operations to target the top ten (10) high crash locations (corridors and/or intersections) identified through crash analysis.
6. Demonstrated capability of technical and management skills to successfully design, conduct, and evaluate programs implemented in States and cities. The applicant shall demonstrate that such past programs have resulted in timely, adequate and complete projects. The applicant should also include a narrative description of documented experience, clearly indicating the relationship of past programs to this project and provide details such as project description and sponsoring agency. References to

² Unless previously completed, in which case the applicant should include the crash analysis in the application package as an appendix

completed final project reports shall include the author's name (and contact information if available).

7. The applicant shall explain if there has been or could be any major changes within the State that may enhance or, more importantly, jeopardize the success of this program.
8. A description of how the proposed project will be managed. The application shall identify the proposed project manager and other personnel considered critical to the successful accomplishment of the project, including a brief description of their qualifications and respective organizational responsibilities. The role and responsibilities of the applicant and any others included in the application package shall be specified. The proposed level of effort in performing the various activities shall also be identified.
9. The applicant shall furnish an organizational chart, staffing plan, and résumés of each proposed staff member.
10. A detailed explanation of time schedules, milestones, and product deliverables, including quarterly reports and draft and final reports.
11. When other sources and organizations are required to complete the proposed effort, the applicant shall provide proof of said organization's commitment to the cooperative agreement effort. Such proof can be a letter of support or buy-in indicating what the organization will supply to the grantee. *Letters of support from proposed participating partner organizations shall include but not limited to the State Department of Transportation Pedestrian and Bicycle Coordinator, Focus City law enforcement and at least one (1) Focus City pedestrian safety point of contact are required.*

The Technical Application will be evaluated using the following criteria:

A. Program Approach/Work Plan:

- The extent to which the applicant demonstrates their knowledge about pedestrian and bicycle safety education and enforcement programs.
- The extent to which the applicant's goals are clearly articulated and the objectives are time-phased, specific, action-oriented, measurable, and achievable.
- The extent to which the applicant's approach is feasible and the probability that the applicant's approach would result ultimately in the improvement of pedestrian and bicycle safety.
- The extent to which the applicant clearly identifies and explains creative approaches to improve pedestrian and bicycle safety, including reaching high risk and hard to reach audiences, crash location sites, unique partnerships or approaches due to city specific circumstances.
- The applicant's plan for maintaining the effort beyond the period of performance of cooperative agreement.

- The degree to which the applicant has identified potential barriers to the implementation of proposed approaches and the applicant's plans for mitigating or eradicating those barriers.
- The degree to which the applicant's approach will adapt to other jurisdictions at a reasonable cost.
- The partnership structure proposed by the applicant, including the level of detail, reasonableness, and resourcefulness of the applicant's plans for entering into partnerships with other organizations and shared resources.
- The extent to which the applicant's work plan facilitates the involvement of NHTSA and how this will benefit the State efforts.

B. Resource Utilization:

- The extent to which the proposed staff are clearly described, appropriately assigned, and have adequate skills and experiences which may include experience in:
 - Subject matter i.e. traffic safety pedestrian and bicycle safety issues, public health, law enforcement;
 - Project management and collaborative work
 - Consumer information and marketing, and creativity
 - Strong writing and editing skills
- The reasonableness of the applicant's staffing plan to include proposed level of effort and allocation of human resources.
- The extent to which financial resources (both federal and non-federal) are used in an efficient and effective manner.
- The extent to which the applicant demonstrates it has the political and law enforcement leadership and commitment to meet the project objectives.

C. Evaluation Plan:

- The extent to which the evaluation plan clearly articulates the project's potential to make a significant impact on deployment of pedestrian and bicycle safety education and enforcement and the associated crashes, injuries and fatalities.
- The extent, to which the evaluation plan indicates how the information/data that are collected in the project will be compiled, analyzed, interpreted and reported.
- The degree to which data and information sources are sufficient to evaluate properly the project's results and potentials.

D. Experience, Financial Responsibility and Past Performance:

- The extent to which the applicant has demonstrated their expertise in program development and evaluation.
- The extent to which the applicant's past performance indicates a satisfactory history of grantor/grantee partnerships.
- The extent to which the applicant has demonstrated a solid record of financial responsibility and accountability as it relates to federal grant funding.
- The applicant's history of compliance with federal regulations as they relate to the administration of federal assistance agreements.

- The demonstrated level of financial stability possessed by the proposed Grantee.

E. BUDGET APPLICATION

1. Budget application must contain: A Detailed budget for each year of the proposed period of performance in a spreadsheet and supporting information clearly delineating and supporting all estimated costs, including any in-kind costs. In doing so:

- a. Provide labor categories, labor hours and labor rates as well as justification for the labor rates;
- b. Provide indirect rates and bases; include any audit information to support rates.
- c. Provide supporting information to justify estimates for Other Direct Costs such as equipment, travel, etc.
- d. Provide subcontractor/sub-grantee costs with similar detail if known.

Note: Travel will be reimbursed at cost in accordance with Federal Travel Regulations in effect at the time of travel.

2. If sub-recipients (lower-tiered organizations and/or individual consultants) will be used in carrying out this project, the following minimum information concerning such should be furnished:

- a. Name and address of the organization or consultant.
- b. Description of the portion of work to be conducted by the organization or consultant.
 - Cost details for that portion of work.
 - Letter of commitment from sub-recipient.

3. The use of a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is required on all applications for Federal agreements or cooperative agreements. Please provide your organization's DUNS number in your budget application.

4. Non-Federal funding sources are encouraged. Since activities may be performed with a variety of financial resources, applicants need to fully identify all project costs and their funding sources in the proposed budget. The proposed budget must identify all funding sources in sufficient detail to demonstrate that the overall objectives of the project will be met. All other factors being equal, preference may be given to those that have proposed cost-sharing strategies and/or other proposed funding sources in addition to those in this announcement. A list of other pedestrian funding opportunities can be found here: http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/bp-guid.cfm#bp4. If the applicant already receives these funds, the applicant shall indicate this in the Technical Application.

ARTICLE XIX.	<u>TERMS AND CONDITIONS OF AWARD</u>
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Prior to award, the Applicant will comply with the certification requirements of 49CFR Part 20, U.S. Department of Transportation New Restrictions on Lobbying and 49 CFR, Part 29, U.S. DOT Government-wide Requirement for Drug Free Work Place (Grants). Certification requirements are electronically available for download at www.whitehouse.gov/omb/grants/index.html

In addition, prior to award, the Applicant will comply with the NHTSA General Provisions for Assistance Agreements, dated July 1995.